

|   |  |  |  |  |                                    |  |
|---|--|--|--|--|------------------------------------|--|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> |  | <b>Rating</b><br>DOA5              | <b>Page</b> 1 <b>of</b> 29                         |
| <b>2. Contract No.</b>  |  | <b>3. Solicitation No.</b><br>DAAE20-99-R-0202 |  | <b>4. Type of Solicitation</b><br>Negotiated (RFP) | <b>5. Date Issued</b><br>1999AUG17 | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>TACOM-ROCK ISLAND<br>AMSTA-AC-PCH-C<br>ROCK ISLAND IL 61299-7630 |  |  | <b>Code</b><br>W52H09  | <b>8. Address Offer To (If Other Than Item 7)</b>  |                                    |  |

**SOLICITATION**

**NOTE: In sealed bid solicitations offer and offeror mean bid and bidder .**

**9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:45pm (hour) local time 1999SEP17 (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

|                                  |  |   |
|----------------------------------|--|---|
| <b>10. For Information Call:</b> | <b>Name</b> SYLVIA GAUTHIER<br><b>E-mail address:</b> GAUTHIERS@RIA.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(309) 782-7290 |
|----------------------------------|--|---|

**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

|  |                         |             |                         |             |
|--|-------------------------|-------------|-------------------------|-------------|
| <b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:</b> | <b>Amendment Number</b> | <b>Date</b> | <b>Amendment Number</b> | <b>Date</b> |
|  |                         |             |                         |             |
|  |                         |             |                         |             |

|  |   |                 |  |
|--|---|-----------------|--|
| <b>15A. Contractor/Offeror/Quoter</b>            | <b>Code</b>   | <b>Facility</b> | <b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b> |
| <b>15B. Telephone Number (Include Area Code)</b> | <b>15C. Check if Remittance Address is</b><br><input type="checkbox"/> Different From Blk 15A-<br>Furnish Such Address In Offer |                 | <b>17. Signature</b>   |
|  |   |                 | <b>18. Offer Date</b>  |

**AWARD (To be completed by Government)**

|  |                   |   |                       |
|--|-------------------|---|-----------------------|
| <b>19. Accepted As To Items Numbered</b>   | <b>20. Amount</b> | <b>21. Accounting And Appropriation</b>   |                       |
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) |                   | <b>23. Submit Invoices To Address Shown In</b><br>(4 copies unless otherwise specified) | <b>Item</b>           |
| <b>24. Administered By (If other than Item 7)</b>  | <b>Code</b>       | <b>25. Payment Will Be Made By</b>  |                       |
| SCD  | PAS               | ADP PT  |                       |
| <b>26. Name of Contracting Officer (Type or Print)</b>   |                   | <b>27. United States Of America</b><br><br>(Signature of Contracting Officer)           | <b>28. Award Date</b> |

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

|   |  |   |
|---|--|---|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-99-R-0202      <b>MOD/AMD</b></p> | <p align="right"><b>Page</b> 2 <b>of</b> 29</p> |
|---|--|---|

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

| <u>Regulatory Cite</u>  | <u>Title</u>   | <u>Date</u> |
|---|--|-------------|
| A-1   | HQ, DA      NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993    |
| <p>(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.</p> <p>(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.</p> <p>(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.</p> <p>(AA7020)</p> |  |             |

|   |  |          |
|---|--|----------|
| A-2   | 52-201-4501      NOTICE ABOUT TACOM-RI OMBUDSMAN | NOV/1995 |
| <p>TACOM-RI</p> <p>a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.</p> <p>b. If you think that this solicitation:</p> <ol style="list-style-type: none"> <li>1. has inappropriate requirements; or</li> <li>2. needs streamlining; or</li> <li>3. should be changed</li> </ol> <p>you should first contact the buyer or the Procurement Contracting Officer (PCO).</p> <p>c. The buyer's name, phone number and address are on the cover page of this solicitation.</p> <p>d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:</p> <p>U.S. Army TACOM-RI<br/> AMSTA-CM-CR (OMBUDSMAN)<br/> Rock Island IL 61299-7630<br/> Phone: (309) 782-3224<br/> Electronic Mail Address: AMSTA-AC-PC@ria.army.mil</p> <p>e. If you contact the Ombudsman, please provide him with the following information:</p> <ol style="list-style-type: none"> <li>(1) TACOM-RI solicitation number;</li> <li>(2) Name of PCO;</li> <li>(3) Problem description;</li> <li>(4) Summary of your discussions with the buyer/PCO.</li> </ol> <p align="center">(End of clause)</p> |  |          |

(AS7006)

A-3

52.210-4516  
TACOM-RI

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4

52.211-4503  
TACOM-RI

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS

DEC/1997

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI   | MILITARY/FEDERAL<br>SPEC/STANDARD | LOCATION OF<br>REQUIREMENT | FACILITY | ACO   |
|-------|-----------------------------------|----------------------------|----------|-------|
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN \_\_\_\_\_

CLIN \_\_\_\_\_

CLIN \_\_\_\_\_

CLIN \_\_\_\_\_

PRICE \$ \_\_\_\_\_

PRICE \$ \_\_\_\_\_

PRICE \$ \_\_\_\_\_

PRICE \$ \_\_\_\_\_

|                    |   |              |
|--------------------|---|--------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE20-99-R-0202 MOD/AMD | Page 4 of 29 |
|--------------------|---|--------------|

Name of Offeror or Contractor:

(End of clause)

(AS7008)

A-5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998  
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

#### EXECUTIVE SUMMARY

ITEM: RHEOSTAT ASSY

NSN: 5905-01-203-7826

MINIMUM QTY:

FOB: ORIGIN

TYPE OF CONTRACT: FIRM FIXED PRICE, SMALL BUSINESS SET-ASIDE, 3 YEAR LONG TERM, INDEFINITE DELIVERY-INDEFINITE QUANTITY.

1. THIS SOLICITATION WILL RESULT IN A COMPETITIVE AWARD OF A LONG TERM FIRM FIXED PRICE, INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) (3 YEAR) TYPE CONTRACT (SEE FAR PART 16.504) NOT TO EXCEED 31 DECEMBER 2001, WITH UP TO THREE ONE-YEAR ORDERING PERIODS TO EXTEND THE CONTRACT FOR A TOTAL MAXIMUM CONTRACT PERIOD OF THREE YEARS. THIS PROCUREMENT IS FOR THE RHEOSTAT ASSY. THE PRODUCTION QUANTITIES ARE STRUCTURED AS AN IDIQ CONTRACT, (SEE FAR 16.504 AND FAR CLAUSES 52.216-18, 52.216-19 AND 52.216-22) FOR

|  |  |  |
|--|--|--|
| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-99-R-0202      MOD/AMD</p> | <p style="text-align: center;"><b>Page 5 of 29</b></p> |
|--|--|--|

**Name of Offeror or Contractor:**

THREE PRICING PERIODS. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. THIS CONTRACT WILL INCLUDE THREE ORDERING PERIODS AS SET FORTH IN PARAGRAPH 3. THIS ACTION IS RESTRICTED TO SMALL BUSINESSES.

2. THE MINIMUM AND MAXIMUM QUANTITY ORDERING RANGES, AS SHOWN BELOW AND THE PRICING CHART ON PAGE 5, ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES, AND TO ESTABLISH ORDERING LIMITATIONS IN THE EVENT THAT ORDERS BEYOND THE GUARANTEED MINIMUM QUANTITY ARE EXECUTED. ALSO, SEE I-63 (CLAUSE IF6029) ORDER LIMITATIONS. FAR 52.216-19.

3. FOLLOWING ARE THE DATES OF THE ORDERING PERIODS (OP) COVERED BY THIS SOLICITATION:

|                         |                                    |
|-------------------------|------------------------------------|
| ORDERING PERIOD (PP) 1: | AWARD DATE - 31 DECEMBER 1999      |
| ORDERING PERIOD (PP) 2: | 01 JANUARY 2000 - 31 DECEMBER 2000 |
| ORDERING PERIOD (PP) 3: | 01 JANUARY 2001 - 31 DECEMBER 2001 |

4. THE GOVERNMENT'S PROJECTED BUY QUANTITIES, BY ORDERING PERIOD, AS SET FORTH IN THE TABLE BELOW, REPRESENT THE BEST ESTIMATE OF ACTUAL PROJECTED REQUIREMENTS, BASED ON A COMBINATION OF ORDER HISTORY, ACTUAL ORDERS ON HAND, AND PROJECTED DEMAND.

| OP | PROJECTED BUY | ORDER RANGE |         |
|----|---------------|-------------|---------|
|    |               | MINIMUM     | MAXIMUM |
| 1  | 45            | 0           | 45      |
| 2  | 20            | 0           | 45      |
| 3  | 25            | 0           | 45      |

5. THE QUANTITY OF 45 EACH RHEOSTAT ASSY, NSN: 5905-01-203-7826, IS THE ONLY GUARANTEED MINIMUM QUANTITY TO BE AWARDED UNDER THIS SOLICITATION AND SPECIFICALLY REPRESENT THE "MINIMUM QUANTITY" AS DEFINED BY AND REFERENCED IN FAR AND DFARS CLAUSES CONTAINED WITHIN THIS SOLICITATION DOCUMENT EITHER IN FULL TEXT OR BY REFERENCE. THIS MINIMUM QUANTITY WILL BE OBLIGATED AT TIME OF AWARD. ALL OTHER BUY QUANTITIES ARE ESTIMATED ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO ORDER THE STATED MINIMUMS OR MAXIMUMS BEYOND THE GUARANTEED 45 EACH RHEOSTAT ASSY. EACH ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.

6. THE PROPOSED UNIT PRICES FOR ALL ESTIMATED QUANTITIES SHALL BE MARKED IN THE TABLES SEE PAGE 5 PRICING RANGES HAVE BEEN ESTABLISHED WITHIN THE BEST ESTIMATED MINIMUM AND MAXIMUM QUANTITIES, BY PRICING PERIOD, TO FACILITATE EVALUATION. THE ESTIMATED MINIMUM QUANTITIES DEPICTED IN THE PRICING TABLES PAGE 5 REPRESENT ONLY THE MINIMUM DELIVERY ORDER LIMITATION AS ESTABLISHED IN FAR CLAUSE 52.216-19, ARE NOT GUARANTEED QUANTITIES, AND DO NOT BIND THE GOVERNMENT IN ANY WAY.

7. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES, DELIVERIES SHALL BE ACCOMPLISHED IN MONTHLY SHIPMENTS.

8. PRICES SHALL BE SUBMITTED ON AN FOB ORIGIN BASIS. MULTIPLE DESTINATIONS ARE ANTICIPATED UNDER THE DELIVERY ORDERS. THE CONTRACTOR SHALL PROVIDE A DD 250 WITH EACH DELIVERY FOR ACCOUNTABILITY AND ACCEPTANCE PURPOSES.

9. IMPORTANT NOTE: A NEW GOVERNMENT REGULATION DATED 1 JUNE 1998 STATES THAT TO BE ELIGIBLE FOR AWARD OF ANY GOVERNMENT CONTRACT YOU MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) PRIOR TO AWARD. THE INTERNET ADDRESS FOR REGISTRATION IN THE CCR DATABASE IS <http://ccr.edi.disa.mil> IF YOU ARE NOT ALREADY REGISTERED IN THE CCR IT IS IN YOUR BEST INTEREST TO DO SO AT THIS TIME AS LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE YOU INELIGIBLE FOR AWARD.

DELIVERIES OF THE GUARANTEED MINIMUM QUANTITY ON CLIN 0001 SHALL BE AS FOLLOWS:

|                      |                             |
|----------------------|-----------------------------|
| PRODUCTION (45 EACH) | 60 DAYS AFTER DATE OF AWARD |
|----------------------|-----------------------------|

DELIVERIES OF ANY INDEFINITE QUANTITIES OF RHEOSTATE ASSY (CLIN 0001), BEYOND THE GUARANTEED MINIMUM QUANTITIES SPECIFIED ABOVE, SHALL BE DELIVERED AS FOLLOWS, OR THE FOLLOW ON TO EXISTING DELIVERIES AT THE ESTABLISHED RATE, WHICHEVER IS LATER.

|                     |                                      |
|---------------------|--------------------------------------|
| PRODUCTION QUANTITY | 60 DAYS AFTER DATE OF DELIVERY ORDER |
|---------------------|--------------------------------------|

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0001    | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>RESISTOR ASSEMBLY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>DO NOT PUT YOUR PRICES ON THIS PAGE<br/>SEE PAGE 7 PRICE RANGES</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> |          |      | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

|     | Regulatory Cite       | Title                                   | Date     |
|-----|-----------------------|---|----------|
| B-1 | 252.225.7008<br>DFARS | SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY | MAR/1998 |

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

N/A  
  
(BA6701)

A TOTAL PRICE FOR EACH PRICING PERIOD WILL CALCULATED BY MULTIPLYING THE UNIT PRICE FOR EACH PRICING PERIOD BY THE MAXIMUM BUY QUANTITY FOR EACH PRICING PERIOD. A TOTAL PRICE FOR ALL THREE PRICING PERIODS WILL BE DETERMINED BY ADDING TOGETHER THE TOTAL PRICE FOR ALL THREE PRICING PERIODS. ONE TOTAL EVALUATED PRICE FOR ALL ITEMS WILL BE DETERMINED BY ADDING THE TOTAL PRICE FOR ALL PRICING PERIODS FOR ALL ITEMS.

AN AWARD WILL BE MADE TO THE LOW, RESPONSIBLE OFFEROR WHOSE PROPOSAL IS OTHERWISE ACCEPTABLE.

NOTE: THE OFFEROR NEEDS ONLY TO FILL IN THE UNIT PRICES. THE GOVERNMENT WILL UTILIZE THE OTHER LINES IN THEIR EVALUATION.

REFER TO: SECTION A-1 FOR THE BEST ESTIMATED ORDERING QUANTITIES FOR THE FOLLOWING PRICING PERIODS:

PRICING PERIODS (PP)

RHEOSTAT ASSY NSN: 5905-01-203-7826

|                                   |            |   |     |             |
|-----------------------------------|------------|---|-----|-------------|
| CLIN 0001AA                       | UNIT PRICE | X | QTY | TOTAL PRICE |
| YEAR 1                            |            |   |     |             |
| (RANGE 5-20)                      | \$         |   |     | \$          |
| (RANGE 20-30)                     | \$         |   |     | \$          |
| (RANGE 30-45)                     | \$         |   |     | \$          |
| -                                 |            |   |     |             |
| TOTAL FOR YEAR 1 PRICING PERIODS: |            |   |     | \$          |
| YEAR 2                            |            |   |     |             |
| (RANGE 5-20)                      | \$         |   |     | \$          |
| (RANGE 20-30)                     | \$         |   |     | \$          |
| (RANGE 30-45)                     | \$         |   |     | \$          |
| TOTAL FOR YEAR 2 PRICING PERIODS: |            |   |     | \$          |
| YEAR 3                            |            |   |     |             |
| (RANGE 5-20)                      | \$         |   |     | \$          |
| (RANGE 20-30)                     | \$         |   |     | \$          |
| (RANGE 30-45)                     | \$         |   |     | \$          |
| TOTAL FOR YEAR 3 PRICING PERIODS: |            |   |     | \$          |

OFFEROR MUST SUBMIT PROPOSED UNIT PRICES FOR EACH PRICING PERIOD. THE TOTAL EVALUATED PRICE, WHILE BASED ON PROJECTED MAXIMUM ORDERING QUANTITIES FOR EACH PRICING PERIOD, DOES NOT OBLIGATE THE GOVERNMENT TO AWARD THESE QUANTITIES.

|                                       |  |                            |
|---------------------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-99-R-0202 <b>MOD/AMD</b> | <b>Page</b> 8 <b>of</b> 29 |
| <b>Name of Offeror or Contractor:</b> |  |                            |

\*\*\* END OF NARRATIVE B001 \*\*\*



|                           |  |                |                     |
|---------------------------|--|----------------|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> |                | <b>Page 9 of 29</b> |
|                           | <b>PIIN/SIIN</b> DAAE20-99-R-0202                | <b>MOD/AMD</b> |                     |

**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

|     | <u>Regulatory Cite</u> | <u>Title</u>                         | <u>Date</u> |
|-----|------------------------|--------------------------------------|-------------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG/1996    |

|                           |   |                      |
|---------------------------|---|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAE20-99-R-0202<br><b>MOD/AMD</b> | <b>Page 10 of 29</b> |
|---------------------------|---|----------------------|

**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

|     | <u>Regulatory Cite</u>  | <u>Title</u>   | <u>Date</u> |
|-----|-------------------------|--|-------------|
| F-1 | 52.247-29               | F.O.B. ORIGIN  | JUN/1988    |
| F-2 | 52.247-65               | F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS | JAN/1991    |
| F-3 | 52.247-4531<br>TACOM-RI | COGNIZANT TRANSPORTATION OFFICER                         | MAY/1993    |

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
  - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
  - (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
  - (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

|     | Regulatory Cite         | Title                         | Date     |
|-----|-------------------------|-------------------------------|----------|
| G-1 | 52.232-4500<br>TACOM-RI | CONTRACT PAYMENT INSTRUCTIONS | AUG/1997 |

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

|     |                         |                                 |          |
|-----|-------------------------|---------------------------------|----------|
| G-2 | 52.232-4503<br>TACOM-RI | CONTRACTOR'S REMITTANCE ADDRESS | AUG/1994 |
|-----|-------------------------|---------------------------------|----------|

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name\_\_\_\_\_

Address\_\_\_\_\_

City & State\_\_\_\_\_

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)

|                           |  |                      |
|---------------------------|--|----------------------|
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|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

|     | <u>Regulatory Cite</u>  | <u>Title</u>  | <u>Date</u> |
|-----|-------------------------|---|-------------|
| H-1 | 52.246-4500<br>TACOM-RI | MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) | MAR/1988    |

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Tank-Automotive and Armaments Command  
ATTN: AMSTA-LC-CTTM  
Rock Island, IL 61299-7630

2. FMS/MAP copies:

N/A

(End of clause)

(HS6502)

|     |                      |                       |
|-----|----------------------|-----------------------|
| H-2 | 1.602-2(93)<br>AFARS | AVAILABILITY OF FUNDS |
|-----|----------------------|-----------------------|

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(HD7006)

|     |                         |                            |          |
|-----|-------------------------|----------------------------|----------|
| H-3 | 52.239-4500<br>TACOM-RI | YEAR 2000 (Y2K) COMPLIANCE | NOV/1998 |
|-----|-------------------------|----------------------------|----------|

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

|                                       |   |                      |
|---------------------------------------|---|----------------------|
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(HS7506)

|     |             |  |          |
|-----|-------------|--|----------|
| H-4 | 52.247-4545 | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
|     | TACOM-RI    |  |          |

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1  | 52.211-5               | MATERIAL REQUIREMENTS  | OCT/1997    |
| I-2  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS                             | SEP/1990    |
| I-3  | 52.219-6               | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE                                 | JUL/1996    |
| I-4  | 52.219-14              | LIMITATIONS ON SUBCONTRACTING  | DEC/1996    |
| I-5  | 52.222-26              | EQUAL OPPORTUNITY  | FEB/1999    |
| I-6  | 52.222-35              | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | APR/1998    |
| I-7  | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES                         | JUN/1998    |
| I-8  | 52.222-37              | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA  | JAN/1999    |
| I-9  | 52.232-1               | PAYMENTS   | APR/1984    |
| I-10 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT   | MAY/1997    |
| I-11 | 52.232-11              | EXTRAS   | APR/1984    |
| I-12 | 52.232-25              | PROMPT PAYMENT   | JUN/1997    |
| I-13 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION   | MAY/1999    |
| I-14 | 52.233-1               | DISPUTES   | JAN/1999    |
| I-15 | 52.242-10              | F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE            | APR/1984    |
| I-16 | 52.243-1               | CHANGES - FIXED PRICE  | AUG/1987    |
| I-17 | 52.249-1               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)  | APR/1984    |
| I-18 | 252.242-7003<br>DFARS  | APPLICATION FOR U.S. GOVERNMENT SHIPPING                                 | DEC/1991    |
| I-19 | 252.246-7000<br>DFARS  | MATERIAL INSPECTION AND RECEIVING REPORT                                 | DEC/1991    |
| I-20 | 52.216-18              | ORDERING   | OCT/1995    |

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD through 31 DECEMBER 2001.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

|      |           |                   |          |
|------|-----------|-------------------|----------|
| I-21 | 52.216-19 | ORDER LIMITATIONS | OCT/1995 |
|------|-----------|-------------------|----------|

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 45;

(2) Any order for a combination of items in excess of 45; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

|                                       |  |                      |
|---------------------------------------|--|----------------------|
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(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 20 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-22                      52.202-1                      DEFINITIONS    OCT/1995

(a) "Head of the agency" (also called                      agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

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- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Federal Government as part of an end item or of another component.
- (e) Nondevelopmental item means--
- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.
- (f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

I-23                      52.203-6                      RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT                      JUL/1995

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-24                      52.203-7                      ANTI-KICKBACK PROCEDURES                      JUL/1995

- (a) Definitions.
- "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract
- "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.



|                                  |  |                             |
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**Name of Offeror or Contractor:**

''Prime Contractor'' as used in this clause, means a person who has entered into a prime contract with the United States.

''Prime Contractor employee,'' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

''Subcontract,'' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

''Subcontractor,'' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

''Subcontractor employee,'' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

|      |          |  |          |
|------|----------|--|----------|
| I-25 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG/1995 |
|------|----------|--|----------|

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

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(2) The Contractor’s knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government’s interests when dealing with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-26 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-27 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-28 52.223-14 TOXIC CHEMICAL RELEASE REPORTING OCT/1995

(a) Unless otherwise exempt, the Contractor owned or operated facilities used in the performance of this contract shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023 (a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). Such Contractor facilities shall file the annual Form R throughout the life of the contract.

(b) A Contractor is exempt from the requirement to file an annual Form R if none of the Contractor owned or operated facilities used in the performance of this contract--

- (1) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (2) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

|   |  |   |
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(3) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); or

(4) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR 19.102.

(c) If the Contractor has certified to be exempt in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor owned and operated facilities used in the performance of this contract, unless otherwise exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the Contractor becomes eligible; and (ii) continue to file the annual Form R for the life of the contract.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 12, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), with subcontractors having SIC designations of major groups 20 through 39 as set forth in FAR 19.102, the substance of this clause, except this paragraph (e).

(End of Clause)

(IF7259)

|      |          |                           |          |
|------|----------|---------------------------|----------|
| I-29 | 52.227-1 | AUTHORIZATION AND CONSENT | JUL/1995 |
|------|----------|---------------------------|----------|

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

|      |           |                             |          |
|------|-----------|-----------------------------|----------|
| I-30 | 52.242-12 | REPORT OF SHIPMENT (RESHIP) | JUL/1995 |
|------|-----------|-----------------------------|----------|

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be

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received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a ''Report of Shipment'' or ''RESHIP FOR T.O.''

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY\*

IN CAR NO.XX 123456\*\*-GBL\*\*\*-C98000031\*\*\*\*CONTRACT DLA...ETA\*\*\*-JUNE 5 JONES & CO., JERSEY CITY, N.J.

\*Name of rail carrier, trucker, or other carrier.

\*\*Vehicle identification.

\*\*\*Government bill of lading.

\*\*\*\*If not shipped by GBL, identify lading document and state whether by paid by contractor.

\*\*\*\*\*Estimated time of arrival.

(End of Clause)

(IF7221)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>                | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|-----------------------------|-------------|----------------------------------|-----------------------|
| Attachment 001                   | SECTION C                   |             | 6PG                              |                       |
| Attachment 002                   | SECTION D                   |             | 2PG                              |                       |
| Attachment 003                   | TECHNICAL DATA PACKAGE LIST | 09-APR-99   | 8PG                              |                       |

|                           |  |                      |
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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| <u>Regulatory Cite</u>  | <u>Title</u>   | <u>Date</u> |
|---|--|-------------|
| K-1      52.219-1   | SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II | MAY/1999    |
| (a)(1) The standard industrial classification (SIC) code for this acquisition is 3676.  |  |             |
| (2) The small business size standard is 500.  |  |             |
| (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.   |  |             |
| (b) Representations. (1) The offeror represents as part of its offer that it_____is,_____is not a small business concern.   |  |             |
| (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it_____is,_____is not a small disadvantaged business concern as defined in 13 CFR 124.1002.   |  |             |
| (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it_____is,_____is not a women-owned small business concern.   |  |             |
| (4) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:   |  |             |
| _____ Black American.   |  |             |
| _____ Hispanic American.  |  |             |
| _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).   |  |             |
| _____ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji,Tonga, Kirbati, Tuvalu, or Naura). |  |             |
| _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).  |  |             |
| _____ Individual/concern, other than one of the preceding.  |  |             |
| (c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.   |  |             |
| "Women-owned small business concern," as used in this provision, means a small business concern--   |  |             |
| (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and  |  |             |
| (2) Whose management and daily business operations are controlled by one or more women.   |  |             |
| (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.   |  |             |
| (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--                      |  |             |
| (i) Be punished by imposition of fine, imprisonment, or both;   |  |             |
| (ii) Be subject to administrative remedies, including suspension and debarment; and   |  |             |

**Name of Offeror or Contractor:**

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(5) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]  
The offeror represents as part of its offer that -

(i) it  
 \_\_\_\_ is  
 \_\_\_\_ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it  
       \_\_\_is  
       \_\_\_is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:

\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

(KF6009)

K-2

52.203-2

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

|                                |   |         |               |
|--------------------------------|---|---------|---------------|
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| Name of Offeror or Contractor: |   |         |               |

(KF7005)

K-3                    52.204-3                    TAXPAYER IDENTIFICATION                    OCT/1998

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors are required to submit the information required in paragraphs (d) through (f) of this solicitation provision to comply with debt collection requirements of 31 U.S.C 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR)4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

( ) TIN: \_\_\_\_\_

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other. \_\_\_\_\_

(f) Common Parent.\_\_\_\_\_

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

NAME:\_\_\_\_\_

TIN:\_\_\_\_\_

(End of provision)

(KF7044)

K-4                    52.207-4                    ECONOMIC PURCHASE QUANTITY - SUPPLIES                    AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.



Name of Offeror or Contractor:

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

| <u>ITEM</u> | <u>QUANTITY</u> | <u>PRICE<br/>QUOTATION</u> | <u>TOTAL</u> |
|-------------|-----------------|----------------------------|--------------|
|             |                 |                            |              |
|             |                 |                            |              |
|             |                 |                            |              |
|             |                 |                            |              |

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

|     |           |   |          |
|-----|-----------|---|----------|
| K-5 | 52.222-22 | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS | FEB/1999 |
|-----|-----------|---|----------|

The offeror represents that -

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

|     |           |                               |          |
|-----|-----------|-------------------------------|----------|
| K-6 | 52.222-25 | AFFIRMATIVE ACTION COMPLIANCE | APR/1984 |
|-----|-----------|-------------------------------|----------|

The offeror represents that (a) it  
( ) has developed and has on file,  
( ) has not developed and does not have on file,  
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  
( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

|                                       |  |                             |
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(KF7020)

|                           |  |                      |
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>       | <u>Date</u> |
|-----|------------------------|--------------------|-------------|
| L-1 | 52.233-2               | SERVICE OF PROTEST | OCT/1995    |

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-RI, AMSTA-LC-CTTM, ROCK ISLAND IL 61244-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSCBA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSCBA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)

|     |          |                                     |          |
|-----|----------|-------------------------------------|----------|
| L-2 | 52.252-5 | AUTHORIZED DEVIATIONS IN PROVISIONS | APR/1984 |
|-----|----------|-------------------------------------|----------|

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

|     |                         |                        |          |
|-----|-------------------------|------------------------|----------|
| L-3 | 52.215-4510<br>TACOM-RI | ELECTRONIC BIDS/OFFERS | AUG/1999 |
|-----|-------------------------|------------------------|----------|

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<http://aaisbids.ria.army.mil> and click on the icon for additional information.

3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE

|                           |  |                      |
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**Name of Offeror or Contractor:**

CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.  
<[http://aais.ria.army.mil/aais/Padds\\_web/index.html](http://aais.ria.army.mil/aais/Padds_web/index.html)>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

(End of Provision)

(LS7011)

L-4                      52.215-4511                      ELECTRONIC AWARD NOTICE                      APR/1999  
TACOM-RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

\_\_\_\_\_

(End of provision)

(LS7012)

|                           |   |                      |
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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD  
 This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)